



**HAZARD MITIGATION ASSISTANCE GRANT STATE  
AND LOCAL AGREEMENT**

**Between**

**STATE OF OKLAHOMA  
DEPARTMENT OF EMERGENCY MANAGEMENT and  
HOMELAND SECURITY**

**And**

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**Muskogee County, OKLAHOMA**

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**(Local Applicant)**

This agreement between the State of Oklahoma Department of Emergency Management and Homeland Security (ODEMHS), and Muskogee County shall apply to all Hazard Mitigation Assistance funds. These funds are provided through or by the State of Oklahoma pursuant in the amount specified on the obligating document, to support the Building Resilient Infrastructure and Communities Grant Program, authorized under 42 U.S.C. 5133, Section 203, of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), Public Law 93-288, as amended.

## EXECUTION OF THE AGREEMENT

### SIGNATURE AUTHORITY

1. Because your request for Hazard Mitigation Assistance (HMA) Grant funding has been approved, it is now necessary for you, as the Subgrantee/Subrecipient, to enter into the attached Agreement with the Oklahoma Department of Emergency Management and Homeland Security (ODEMHS), hereafter referred to as the Grantee/Recipient. The following specific officers/officials, or their authorized designees, are required to sign this Agreement on behalf of the specified type of Subgrantee/Subrecipient. (NOTE: If this Agreement is signed by a designee, a duly authenticated delegation of authority evidencing the signer's authority to execute the Agreement for and on behalf of the Sub grantee/Sub recipient must be attached to the Agreement for review by ODEMHS.
  - a. **Corporation:** the Chair of the Board of Directors or President;
  - b. **City:** the Mayor, City Manager, or Town Administrator
  - c. **County:** the Chairman of the Board of County Commissioners
  - d. **School Board:** the Superintendent
  - e. **Fire District:** the District Chief
  - f. **Special Districts:** the Executive Director
  - g. **Institution of Higher Education:** the President of the institution
  - h. **Charter School:** the Chair of the Board of Directors
  - i. **County Sheriff's Office:** the Sheriff
  - j. **State Agencies:** the Director or Deputy Director of the agency
  - k. **All other Sub grantee/Sub recipients:** the Chief Executive Officer of the entity.

### **The Sub-recipient certifies and acknowledges that:**

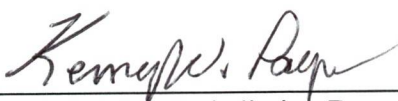
1. The State of Oklahoma has legal authority to apply for Hazard Mitigation Assistance funding on behalf of the Sub-recipient.
2. The Sub-recipient must use hazard mitigation assistance funds solely for the purposes as stated in the approved project award, provided scope of work, schedule, costs and overall project goals approved by the Federal Emergency Management Agency (FEMA) and the State.

3. The Sub-recipient is aware of and will be responsible for the cost-sharing requirements of federal hazard mitigation assistance throughout the project, and the cost match must meet the requirements as set forth in Federal law, statute, policy and relevant guidance as determined by the FEMA program award.
4. Hazard Mitigation Assistance includes but is not limited to the following: Building Resilient Infrastructure and Communities, Pre-Disaster Mitigation, Flood Mitigation Assistance, and the Hazard Mitigation Grant Programs. Additional hazard mitigation grant programs may be available later for assistance requests and may be covered by this agreement.
5. The Sub-recipient will return to the State, within 15 days of such request by the Governors Authorized Representative, any advance funds which are not supported by audit or other Federal or State review of documentation maintained by the Sub-recipient.
6. The Sub-recipient must establish and maintain a proper accounting system to record expenditures of hazard mitigation assistance funds in accordance with generally accepted accounting standards. The accounting system must follow the approved practices as outlined in 2 CFR Part 200.
7. The Sub-recipient is aware all hazard mitigation assistance funding will be provided on a reimbursement basis only and must follow the reimbursement processes established by ODEMHS and FEMA grant guidelines.
8. The Sub-recipient will accurately document the events and expenses incurred in the execution of the hazard mitigation assistance project. All the documentation pertaining to a project shall be filed together with the corresponding grant documentation and be maintained by the Sub-recipient as the permanent record of the project. This process must include all backup and corresponding documentation and be filed with the project. The sub-recipient must provide a copy of the documentation to the State and FEMA for review, reconciliation, claims payment, and archiving upon request.
9. The Sub-recipient's records and supporting documentation relating to claims will be kept for three (3) years after closeout of the award.
10. All records and supporting documentation shall be available for inspection and audit at all reasonable times by the Oklahoma Department of Emergency Management and Homeland Security (ODEMHS), Oklahoma Office of the State Auditor and Inspector (SAI) and the US Department of Homeland Security Office of Inspector General (OIG) or other appropriate State agencies or their vendors, as designated by ODEMHS, access to and the right to examine all records, documents, papers relating to any activity undertaken for funding under this agreement.
11. The Sub-recipient will provide ODEMHS with quarterly project status reports within 10 calendar days following the end of the last day of each quarter.

12. If the Sub-recipient expends \$750,000 or more in total Federal assistance (all programs) in a single year, the Sub-recipient shall accomplish a Single Audit requirement and submit a copy of that audit to ODEMHS in accordance with 2 CFR §§ 200.
13. The Sub-recipient will comply with the U.S. Environmental Protection Agency regulations contained in Title 40 of the Code of Federal Regulations
14. The Sub-recipient will comply with all applicable provisions of Federal, State, and Local laws and regulations in regard to procurement of goods, services, and contracts which conform to federal law and the standards identified in 2 CFR §§200.318 General procurement standards through 200.326 Contract provisions.
15. The Sub-recipient affirms they have not received duplicate benefits from another federal source for the indicated project related to the hazard mitigation assistance request unless exempted by law. If the Sub-recipient receives duplicate benefits from another source for projects related to this application, the Sub-recipient agrees to refund the benefits provided by the State.
16. The Sub-recipient will comply with provisions of the Hatch Act of 1939 limiting the political activities of public employees, as it relates to the programs funded.
17. The Sub-recipient will comply, as applicable, with Federal, State, and Local statutes and regulations pertaining to discrimination and equal opportunity.
18. The Sub-recipient will comply, as applicable, with the provisions of the Davis-Bacon Act relating to labor standards.
19. The Sub-recipient will comply with requirements of the Federal, State, and Local adopted regulations regarding the National Flood Insurance Program and its provisions.
20. The Sub-recipient will not enter any cost-plus percentage of costs or contingency contract for completion of eligible work through the hazard mitigation assistance program.
21. The Sub-recipient will not enter contracts, grants, loans, or cooperative agreements for which payment is contingent upon receipt of state or federal funds.
22. The Sub-recipient must not enter any contract with any party that has been prohibited from participating in Federal or State assistance programs. Entities must be verified by the sub-recipient through SAM.GOV.
23. The Sub-recipient will comply with all applicable Federal, State, and Local codes and standards as it pertains to the hazard mitigation project.

24. As a condition for receipt of State or Federal funds, the Sub-recipient certifies that it has the legal responsibility for the maintenance, upkeep, and implementation of hazard mitigation activities for which it is applying for disaster assistance.
25. The Sub-recipient certifies that it has all necessary lands, easements, rights-of-way, and accesses necessary to complete the Hazard Mitigation Assistance projects for which it has and/or will apply. The Sub-recipient agrees and understands that neither the State nor FEMA will be responsible for obtaining any land, easement, right-of-way and/or access necessary to perform work on an approved project.
26. The Sub-recipient agrees to indemnify and hold the State and FEMA harmless from any damages arising out of the projects funded under this agreement.
27. All required documentation in support of the project costs for the closeout will be **submitted within 30 days** following completion of work on the project.
28. The Sub-recipient understands and will abide by the indicated period of performance as detailed in the FEMA and State Award documents. Period of performance schedule extensions will be granted solely for conditions beyond the Sub-recipient's control which result in an inability to complete approved projects within the approved timeline. All extensions will be subject to approval of the ODEMHS and FEMA and must be requested by the sub-recipient in writing.
29. **By signing this agreement, the Subrecipient further acknowledges that the effective date of this agreement shall be as of the date of the Federal Award, dated August 1, 2023 and the established Period of Performance begins August 1, 2023 and ends on February 1, 2026. unless extended upon approval by ODEMHS and FEMA.**

**I acknowledge by my signature, as an Elected Official or Jurisdiction Representative of the sub-recipient, should any part of this agreement not be in compliance with any or all regulations, funding for this project and future projects maybe denied by ODEMHS.**

Signed:   
 (Elected Official or Jurisdiction Representative authorized to enter into governmental agreements)

Printed Name: Kenny Payne

STATE OF OKLAHOMA

COUNTY OF Muskogee

Signed or attested before me on \_\_\_\_\_ (date)  
by \_\_\_\_\_ (name(s) of person(s)).

NOTARY PUBLIC or SEAL OF THE JURISDICTION

Title (and Rank):

*Polly Irving County Clerk*

Print Name:

Polly Irving, County Clerk

My Commission Expires:

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APPROVED on this 14<sup>th</sup> Day of August, 20 23.

Signed: \_\_\_\_\_  
**MARK GOWER, DIRECTOR ODEMHS**  
**GOVERNOR'S AUTHORIZED REPRESENTATIVE**

14<sup>th</sup> day of Aug 2023  
Chairman *[Signature]*  
Member *[Signature]*  
Member *[Signature]*  
Attest *[Signature]* County Clerk

